



C o u n t y o f S a n L u i s O b i s p o

## GENERAL SERVICES AGENCY

Janette D. Pell, Director

Helen McCann, Department Administrator

### **REQUEST FOR PROPOSAL PS- #1135 SAN LUIS OBISPO COUNTY MENTAL HEALTH SERVICES ACT INNOVATION COMPONENT NONVIOLENT COMMUNICATION EDUCATION TRIAL**

July 11, 2011

The County of San Luis Obispo (County) is currently soliciting proposals for professional services for San Luis Obispo County's Mental Health Service Act Innovation (INN) Component.

Each proposal shall specify each and every item as set forth in the attached specifications. Any and all exceptions must be clearly stated in the proposal. Failure to set forth any item in the specifications without taking exception may be grounds for rejection. The County reserves the right to reject any and all proposals and to waive any irregularity or informality in any proposal or in the Request for Proposal process, as long as, in the judgment of the County, such action will not negate fair competition and will permit proper comparative evaluation of the proposals submitted.

This Request for Proposal is posted on the County's Purchasing website at [http://www.slocounty.ca.gov/GSA/Purchasing/Current\\_Formal\\_Bids\\_and\\_Proposals.htm](http://www.slocounty.ca.gov/GSA/Purchasing/Current_Formal_Bids_and_Proposals.htm). Any changes, additions, or deletions to this Request for Proposal will be in the form of written addenda issued by the County. Any addenda will be posted on the website. Prospective proposers must check the website for addenda or other relevant new information during the response period. The County is not responsible for the failure of any prospective proposer to receive such addenda. All addenda so issued shall become a part of this Request for Proposal.

If your firm is interested and qualified, please submit 7 hard copies and one (1) electronic copy (on CD or DVD) of your proposal on August 18, 2011 by 3:00 p.m. to:

County of San Luis Obispo  
Phill Haley, GSA - Purchasing  
1087 Santa Rosa Street  
San Luis Obispo, CA 93408

If you have any questions about the proposal process, please contact me. For technical questions and information contact Darci Rourke at (805) 788-2156 or [drourke@co.slo.ca.us](mailto:drourke@co.slo.ca.us).

All questions pertaining to the content of this Request for Proposal must be made in writing via e-mail to Darci Rourke at: [drourke@co.slo.ca.us](mailto:drourke@co.slo.ca.us). All questions will receive a response within three (3) business days. The question and its response will be posted (anonymously) on the County's Purchasing web site located at: [http://www.slocounty.ca.gov/GSA/Purchasing/Current\\_Formal\\_Bids\\_and\\_Proposals.htm](http://www.slocounty.ca.gov/GSA/Purchasing/Current_Formal_Bids_and_Proposals.htm). The County reserves the right to determine the appropriateness of comments / questions that will be posted on the website.

PHILL HALEY  
Buyer – GSA - Purchasing  
[phaley@co.slo.ca.us](mailto:phaley@co.slo.ca.us)

**NONVIOLENT COMMUNICATION EDUCATION TRIAL****LOCAL VENDOR PREFERENCE**

The County has established a local vendor preference. When quality, service, and other relevant factors are equal, responses to Requests for Proposals will be evaluated with a preference for local vendors. Note the following exceptions:

1. Those contracts which State Law or, other law or regulation precludes this local preference.
2. Public works construction projects.

A "local" vendor preference will be approved as such when, 1) The vendor conducts business in a fully staffed office with a physical address within the County of San Luis Obispo; 2) The vendor holds a valid business license issued by the County or a city within the County; and 3) The vendor has conducted business at the local address for not less than six (6) months prior to the due date of this Request for Proposal..

Proposals received in response to this Request for Proposal will be evaluated by the Selection Committee considering the local vendor preference described above when quality, service and other relevant factors are equal. The burden of proof will lie with proposers relative to verification of "local" vendor preference. Should any questions arise, please contact a buyer at (805) 781-5200.

	YES	NO
Do you claim local vendor preference?		
Do you conduct business in an office with a physical location within the County of San Luis Obispo?		
Business Address: _____		
Years at this Address: _____		
Does your business hold a valid business license issued by the County or a City within the County?		
Name of Local Agency which issued license: _____		

Business Name: \_\_\_\_\_

Authorized Individual: \_\_\_\_\_ Title: \_\_\_\_\_

Signature: \_\_\_\_\_ Dated: \_\_\_\_\_

**NONVIOLENT COMMUNICATION EDUCATION TRIAL****PROPOSAL SUBMITTAL AND SELECTION**

1. All proposals, consisting of 7 hard copies and one (1) electronic copy (on CD or DVD) must be received by mail, recognized carrier, or hand delivered no later than 3:00 p.m. on August 18, 2011. **Late proposals will not be considered and will be returned, unopened.**

2. All correspondence should be directed to:

San Luis Obispo County  
General Services Agency  
1087 Santa Rosa Street  
San Luis Obispo, CA 93408  
ATTENTION: PHILL HALEY  
Telephone: (805) 781-5904

3. All costs incurred in the preparation and submission of proposals and related documentation will be borne by the proposer.
4. Proposal must be submitted on 8.5 x 11 plain white paper, with a maximum of 8 DOUBLE SIDED PAGES. (i.e. 16 single-sided pages equals 8 double sided pages including the budget and budget narrative). It is preferred that all proposals be submitted on recycled paper.
  - a. A font size no smaller than 12 pt. May be used (no exceptions)
  - b. All pages in the proposal should be numbered consecutively
  - c. Please do not include letters of reference, brochures, or flyers. If necessary, this information will be requested at a later date.
5. Selection of qualified proposers will be by an impartial Selection Committee using an approved County procedure for awarding professional contracts. Selection will be made on the basis of the proposals as submitted, although the County reserves the right to interview applicants as part of the selection process. The proceedings of the Selection Committee are confidential, and members of the Selection Committee are not to be contacted by the proposers.
6. This Request for Proposal does not constitute an offer of employment or to contract for services.
7. The County reserves the option to accept or reject any or all proposals, wholly or in part, received by reason of this request, and make more than one award, or no award, as the best interests of the County may appear.
8. All documents submitted to the County in response to this Request for Proposal will become the exclusive property of the County and may be returned to the proposer or kept by the County, in the County's sole discretion.
9. All proposals shall remain firm for sixty, (60) days following closing date for receipt of proposals.
10. The County reserves the right to award the contract to the firm who presents the proposal which in the judgment of the County, best accomplishes the desired results, and shall include, but not be limited to, a consideration of the professional service fee.
11. Any contract awarded pursuant to this Request for Proposal will incorporate the requirements and specifications contained in this Request for Proposal. All information presented in a proposer's proposal will be considered binding upon selection of the successful proposer, unless otherwise modified and agreed to by the County during subsequent negotiations.

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12. This Request for Proposal is not a grant award. The successful proposer is expected to execute a contract similar to the contract in Appendix A. This sample contract is for reference to the anticipated terms and conditions governing the County and the successful proposer. The proposer must take exception in their proposal to any section of the attached contract they do not agree with. Failing to do so will be deemed as acceptance by the proposer to the terms spelled out in the sample contract. The County reserves the right, in its sole discretion, to add, delete, or modify, or negotiate additional terms and conditions to the attached contract. BEFORE BEGINNING ANY WORK OR SUBMITTING A PROPOSAL IT IS ADVISED THAT PROPOSERS READ THE COUNTY INSURANCE AND INDEMNIFICATION REQUIREMENTS IN THE ATTACHED SAMPLE CONTRACT. The selected proposer will be asked to provide evidence that County insurance requirements have been met. See Appendix A – Sample County Contract, and in the Sample County Contract the insurance requirements are found in Exhibit A.
13. Under the provisions of the California Public Records Act (the “Act”), Government Code section 6252 et seq., all “public records” (as defined in the Act) of a local agency, such as the County, must be available for inspection and copying upon the request of any person. Under the Act, the County may be obligated to provide a copy of any and all responses to this Request for Proposal, if such requests are made after the contract is awarded. One exception to this required disclosure is information which fits within the definition of a confidential trade secret [Government Code section 6254(k)] or contains other technical, financial or other data whose public disclosure could cause injury to the proposer’s competitive position. If any proposer believes that information contained in its response to this Request for Proposal should be protected from disclosure, the proposer MUST specifically identify the pages of the response that contains the information by properly marking the applicable pages and inserting the following notice in the front of its response:

***NOTICE:*** The data on pages \_ of this response identified by an asterisk (\*) contain technical or financial information, which are trade secrets, or information for which disclosure would result in substantial injury to the proposer’s competitive position. Proposer requests that such data be used only for the evaluation of the response, but understands that the disclosure will be limited to the extent the County considers proper under the law. If an agreement is entered into with the proposer, the County shall have the right to use or disclose the data as provided in the agreement, unless otherwise obligated by law.

The County will not honor any attempt by proposer to designate its entire proposal as proprietary. If there is any dispute, lawsuit, claim or demand as to whether information within the response to the Request for Proposal is protected from disclosure under the Act, proposer shall indemnify, defend, and hold harmless, the County arising out of such dispute, lawsuit, claim or demand.

14. An electronic copy of your proposal must be included. This electronic copy should include all documents being submitted combined into one Adobe Acrobat (pdf) file on a CD, using this convention for the file name: FIRM NAME + RFP NUMBER

*Example:* Your firm, Acme Inc., is responding to RFP PS-#1101. Your Adobe Acrobat (pdf) file would be named: **Acme 1101**

**NONVIOLENT COMMUNICATION EDUCATION TRIAL****PROPOSAL FORMAT**

A qualifying proposal must address all of the following points and shall be in the format outlined in this section:

**1. Cover Sheet**

- a. A Proposal must have a cover sheet which clearly identifies:
- b. Project Title
- c. Organization/Agency/Individual Name
- d. Executive Director and/or Program Contact Person
- e. Address
- f. Phone Number
- g. E-mail Address
- h. Amount of funds being requested
- i. A brief (50 words or less) description of proposed service (s)

**2. Project Summary:** Summarize your program/project by providing a brief description**3. Organization:** Briefly describe your organization and its mission**4. Project Description:** Describe the program or service being proposed, including:

- a. Summary of approach to be taken
- b. Target population to be served: Include demographics, geographic locations, and strategies for ensuring adherence to the guiding principles of MHSA, specifically the Innovation component.
- c. Scope of work: How will the service being proposed achieve its goals. Describe, in detail what activities will be conducted. Include descriptions of personnel, service location(s), and who will be responsible for each task, and qualifications of personnel to be assigned to this project.
- d. Goals and Objectives: what meaningful, measurable outcomes will be achieved? How will these results be measured?
- e. Evaluation Plan: How will the pilot test be evaluated, and how does the proposer plan on communicating the results. Please include examples of measurement tools.

**5. Organizational Capacity:** Describe your organizational capacity to successfully carry out the proposed activities.

- a. If applicable, describe any current or past projects your organization has conducted in partnership with San Luis Obispo County Behavioral Health Department.

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6. Cultural Competence: Describe your agency's cultural competence in program approach, staffing, and organization governance.
- Describe how services proposed will meet the requirements of cultural competence set forth in the County's Innovation plan.
  - References from recent related projects, including name, address and phone number of individual to contact for referral.
7. Program/Project Budget: The maximum amount available for this two (2) year pilot program is \$140,000.
- A one (1) page budget and budget narrative is required that:
    - A one (1) page budget and budget narrative is required that: Describes each line item;
    - Explains the necessity of each item
    - If these funds will be used for a match required by other funding sources, please list the funding source and the amount of match required.
  - ALL SERVICES DESCRIBED IN THE SCOPE OF WORK ARE EXPECTED TO BE FULLY FUNDED BY INNOVATION FUNDING, AND AVAILABLE AT NO COST TO THE RECIPIENT OF THE SERVICES. THE BUDGET SHOULD REFLECT THE SAME.**
8. **All projects are expected to start October 1, 2011 and carried out until September 30, 2013.** However, contracts are issued annually by Fiscal Year and subject to renewal.
9. Fees and Insurance
- Propose total fixed fees to complete project as described under Project Scope.
  - The selected Consultant will be required to provide insurance coverage in the amount of \$ 2,000,000.00 General Liability Insurance and \$ 1,000,000.00 of Professional Liability Insurance. This amount of insurance coverage shall be reflected in your estimated professional fee.
  - The Consultant shall provide within five (5) days after the Notice of Award is issued a certificate of liability insurance naming the County of San Luis Obispo and its employees and officers as additionally named insured. This shall be maintained in full force and effect for the duration of the contract and must be in an amount and format satisfactory to the County.
  - Contractor shall defend, indemnify and hold harmless the County, its officers and employees from all claims, demands, damages, costs, expenses, judgments, attorney fees, liabilities or other losses that may be asserted by any person or entity, including Contractor, and that arise out of or are made in connection with the acts or omissions, relating to the performance of any duty, obligation, or work hereunder. The obligation to indemnify shall be effective and shall extend to all such claims and losses, in their entirety, even when such claims or losses arise from the comparative negligence of the County, its officers and employees. However, this indemnity will not extend to any claims or losses arising out of the sole negligence or

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willful misconduct of the County, its officers and employees.

- 1) The preceding paragraph applies to any theory of recovery relating to said act or omission by the Contractor, or its agents, employees, or other independent contractors directly responsible to Contractor, including, but not limited to the following:
  - i. Violation of statute, ordinance, or regulation.
  - ii. Professional malpractice.
  - iii. Willful, intentional or other wrongful acts, or failures to act.
  - iv. Negligence or recklessness.
  - v. Furnishing of defective or dangerous products.
  - vi. Premises liability.
  - vii. Strict Liability.
  - viii. Inverse condemnation.
  - ix. Violation of civil rights.
  - x. Violation of any federal or state statute, regulation, or ruling resulting in a determination by the Internal Revenue Service, California Franchise Tax Board or any other California public entity responsible for collecting payroll taxes, when the Contractor is not an independent contractor.
- 2) It is the intent of the parties to provide the County the fullest indemnification, defense, and "hold harmless" rights allowed under the law. If any word(s) contained herein are deemed by a court to be in contravention of applicable law, said word(s) shall be severed from this contract and the remaining language shall be given full force and effect.

**10. Review and Selection Criteria:** Proposals will be reviewed and prioritized, among other things, on:

- a. Capacity to successfully provide services.
- b. Organizational ability to carry out the proposed services, including experience with the target population.
- c. Demonstration of understanding of the proposed learning goals.
- d. Capacity to collect relevant data and participate in project evaluation.
- e. Any other criteria the County deems relevant.

**PROJECT BACKGROUND AND SCOPE**

The San Luis Obispo County Behavioral Health Department (SLOBHD) invites proposals for community agencies and organizations to provide services as outlined in the San Luis Obispo County Mental Health Services Act (MHSA) Innovation component of the Three-Year Program and Expenditure Plan. The complete Innovation plan was approved by the State of California Mental Health Services Oversight and Accountability Commission. The complete plan may be viewed at:

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[http://www.slocounty.ca.gov/Assets/MHS/SLO\\_County\\_+Innovation\\_2\\_11.pdf](http://www.slocounty.ca.gov/Assets/MHS/SLO_County_+Innovation_2_11.pdf)

The Innovation component of MHSA is the most unique. An Innovation project is one that contributes to learning, rather than providing a service. Innovation projects must be novel, new, and creative, and not duplicated in another community. Projects and practices that have previously demonstrated their effectiveness in other mental health settings, do not add to the learning process, and are not eligible for funding under Innovation. Innovation funding was created for the purposes of developing a new mental health practice, testing the model, evaluating the model, and sharing the results with the statewide mental health system.

Innovation projects are similar to pilot or demonstration projects and are subject to time limitations to assess and evaluate their efficacy. Innovation funds are not intended for longitudinal studies or ongoing services. By their very nature, not all Innovation projects will be successful, but the many beneficial lessons will be learned that will ultimately lead to ultimate MHSA goal of system transformation.

**All Eligible community organizations and individuals, who are certified Nonviolent Communication<sup>SM</sup> trainers are invited to submit a proposal based on the services described in the Innovation Workplan #4 Nonviolent Communication<sup>SM</sup> (NVC) Education Trial. The awarded proposer is expected to be familiar with the Mental Health Services Act, and the principles set out for the Innovation component such as accountability and evaluation.**

For a complete background of the Mental Health Services Act and its Innovation component, please see: [http://www.dmh.ca.gov/DMHDocs/docs/notices09/09-02\\_Enclosure\\_1.pdf](http://www.dmh.ca.gov/DMHDocs/docs/notices09/09-02_Enclosure_1.pdf)

This proposed Innovation project, will engage a group of Transitional Age Youth (TAY) experiencing mental and/or emotional difficulties and exhibiting anger, aggression, or conflict with parents or caregivers. Trial participants will receive NVC training as an early intervention strategy to reduce the escalation of problems, improve pathways to treatment, and ultimately improve communication between the client and family. The proposed NVC Education Trial is a unique approach to mental health services with the learning goal of determining the efficacy of this adopted strategy as an early intervention tool for reducing stress and anger while improving partnerships amongst transitional age youth and their parents or caregivers.

Trial participants will be identified by the following methods:

- TAY in school (community, continuation, mainstream, etc.) counseling programs exhibiting early onset of mental illness or emotional distress, and who are screened for aggression, conflict or anger issues with parents and caregivers. Screening will likely be conducted by school-based therapists and counselors in other mental health system programs on countywide campuses.
- TAY entering County and community mental health services (including private therapists) assessed for difficulties in cooperating with early intervention, treatment or family-based recovery services due to tense and/or abusive communication between TAY and their parents or caregivers.



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A “control group” will be monitored for outcome comparison. This will be done by having pre and post tests (likely to be retrospective) completed by both the trial participants and an equal size group of TAY and their parents/caregivers in their first year of mental health system services.

This Innovation pilot will provide the County and the rest of the public mental health system an important study in the efficacy of NVC methods and education when working with TAY and their families struggling with conflict and communication as a barrier to receiving treatment and succeeding in recovery. The learning factors of the project include:

- Will training and implementation in NVC in a Mental Health setting have similar results in reducing stress as it has in other environments (e.g. schools businesses, etc)?
- Will NVC training improve communication and demonstrate greater reductions in anxiety, violence hostility, and other barriers to treatments (running away, depression, etc.) than those receiving early intervention and treatment services that do not include NVC training?

Primarily the project seeks to achieve the following outputs and outcomes:

1. A Minimum of Six (6) NVC sessions will be provided over a two- year Innovation test period. Each session would consist of:
  - a. A 4 week outreach and engagement period,
  - b. A Minimum of two (2) concurrent 6-week education/training workshops;
  - c. A minimum of two(2) concurrent 6-week follow up coaching/practicing workshops, and on-going support
2. Over a 2 year period the selected proposer shall provide:
  - a. No less than 24 outreach presentations, attended by no less than 360 individuals
  - b. NVC workshops that shall be attended by no less than 96 individuals
  - c. 72 two-hour education/training workshop classes
  - d. 72 two-hour follow-up coaching/practice workshop classes
3. The NVC Education trial will be reviewed and evaluated by along each of the steps outlined in the previous section. The awarded proposer is expected to work in cooperation with the Innovation planning and evaluation team as required by MHSA Innovation guidelines. Data shall collected throughout the process (surveys, pre-posts, etc.), and will be analyzed and presented to the Innovation planning and evaluation team. Data is to be reported on no less than a quarterly basis. The Innovation planning and evaluation team will make a recommendation based on this analysis to County Behavioral Health Administration and the Mental Health Board.
4. Outcomes:
  - a. Participants in NVC counseling will be surveyed using pre and post scales; and counseling staff will track and monitor document participant and family member outcomes, which are expected to include:
    - 1) Reduced feelings of anxiety, hostility, and violence towards self and others.
    - 2) An increased ability to honestly express what they are feeling and needing in any situation.
    - 3) An increase in empathetic connections with what others are feeling and needing.

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- 4) Reduction in negative behaviors, including incidence of violence, running away, etc.
- 5) Family member participants will demonstrate reduced feelings of anxiety, hostility, and hopelessness when applying NVC with their TAY.
- 6) Family member NVC participants will demonstrate increased involvement in TAY intervention or treatment programs.
- 7) TAY participants referred to treatment will have more successful follow-through (less attrition in first six months) and increased family involvement based on self-reports and in comparison to TAY and families not engaged in the NVC trial.
- 8) Satisfaction and feedback surveys will be provided to the participants and providers in addition to the measurement tools detailed above. Surveys and interviews will also be held with referring sources, agencies, and mental health system providers who have perspectives on the NVC trial which may lend information to the evaluation as to the method's efficacy.